

BID FORM

## MISSOURI DEPARTMENT OF TRANSPORTATION

## GENERAL SERVICES

830 MoDOT DRIVE - P.O. BOX 270

JEFFERSON CITY, MO 65101

REQUEST NO.	2-061127
DATE	November 13, 2006
PAGE NO.	1
NO. OF PAGES	30

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL  
BE RECEIVED AT THIS OFFICE UNTIL

**2:00 p.m., Local Time, November 27, 2006**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING  
THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF  
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

Various Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS  
SHOULD BE EXTENDED AND TOTALED.**

BUYER: Brenda Tyree

BUYER TELEPHONE: 573-751-7482

BUYER EMAIL:

Brenda.Tyree@modot.mo.gov

ITEM NO.	SUPPLIES OR SERVICES	MFG. NO. OR BRAND	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001	<p>To establish a contract to furnish "Various Concrete Patching Materials" with an effective date of Notice to Proceed and ending December 31, 2007, in accordance with the following pages.</p> <p><b>Return sealed bid to the address shown at the top of this page.</b></p>					

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver  
any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

By (Signature): \_\_\_\_\_

Email Address: \_\_\_\_\_

Type/Print Name \_\_\_\_\_

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This Request For Bid seeks bids from qualified organizations to provide various concrete patching materials located throughout the State of Missouri with an effective contract period of Notice to Proceed through December 31, 2007, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), (hereinafter referred to as MoDOT). Each bid must be mailed in a sealed envelope to Ms. Brenda Tyree, General Services Procurement Unit, 830 MoDOT Drive, P.O. Box 270, Jefferson City, Mo 65109, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Department of Transportation Building located at 830 MoDOT Drive, Jefferson City, MO. All questions regarding the RFB shall be submitted to Ms. Brenda Tyree. Bids must be returned to the office of Ms. Brenda Tyree no later than 2:00 p.m., CST, November 27, 2006.

#### RFB Coordinator:

Ms. Brenda Tyree, Procurement Agent  
Missouri Department of Transportation  
830 MoDOT Drive  
P.O. Box 270  
Jefferson City, MO 65102  
PHONE: 573-751-7482  
FAX: 573-526-1218

MHTC reserves the right to reject any and all bids for any reason whatsoever.

**NOTE: The bidder must SIGN and RETURN this page with the bid.**

#### BID

- (1) The bidder shall provide firm, fixed prices to MHTC as stated on the PRICING PAGES in accordance with the terms of this Request for Bid.
- (2) The bidder agrees to provide the commodity/services specified herein at the firm, fixed price stated on the Pricing Pages, under the terms of this Request for Bid.

## 1.2 GENERAL INFORMATION:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of various concrete patching materials as set forth herein.
- 1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:
- 1) Introduction and General Information
  - 2) Scope of Work
  - 3) Bid Submission
  - 4) Pricing Page(s)
  - 5) Attachment A
  - 6) Terms and Conditions
- 1.2.3 **Note to Respondent** - A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors **MUST** submit a bid that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. All vendors who are required to execute a contractual agreement **MUST** submit a copy of their certificate with the signed copy of the contract agreement before the purchasing department can proceed with MoDOT legal contract approval.
- 1.2.4 MoDOT does not recognize the **U.S. Mail, United Parcel Service, Federal Express, or any other organization**, as its agent for purposes of accepting bids. Any bids arriving at the designated office after the deadline specified shall not be considered for an award.
- 1.2.5 Bids must be based on furnishing various concrete patching materials that comply with the specifications specified herein, and the Missouri Standard Specifications for Highway Construction, Edition of 2004, and any Revisions thereto.
- 1.2.6 The bidder may withdraw, modify or correct his bid(s) after it has been deposited with MoDOT provided the bidder submits a request in writing to withdraw, modify or correct his bid(s), and that such request is received at the location designated for the bid opening prior to the time specified for opening bids. Such request will be attached to the bid(s) and the bid(s) will be considered to have been modified accordingly. The bidder shall understand and agree that no bid(s) shall be modified after the time specified for the opening of bids.
- 1.2.7 The bidder must submit with each bid a sworn statement, executed by or on behalf of the bidder to whom a contract may be awarded, certifying that such bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such bid, or any contract which may result from its acceptance.
- 1.2.8 By virtue of statutory authority a preference will be given to materials, products, supplies, provisions, and all other article manufactured, produced, made or grown within the State of Missouri.

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide various concrete patching materials on an as needed, if needed basis for MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor.
- 2.1.4 MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

### 2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with various concrete patching materials, in accordance with the following:
  - a. Concrete Patching Material, Steel Wire Bar Supports - All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #MGS-92-14A and any other provisions outlined in the solicitation documents.
    - 1. The contractor shall complete delivery within 30 days after receipt of purchase order.
  - b. Concrete Patching Material, Welded Steel Wire Fabric - All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #MGS-92-15F and any other provisions outlined in the solicitation documents.
    - 1. The contractor shall complete delivery within 30 days after receipt of purchase order.
  - c. Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies - All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specifications #MGS-92-16D, #MGS 06-05, and any other provisions outlined in the solicitation documents.
    - 1. The contractor shall complete delivery within 30 days after receipt of purchase order.
  - d. Concrete Patching Material, Bonding Agent for Dowels – Epoxy Resin Bonding Agents for dowels in 22 oz. Cartridges (TWIN), static mixers and retaining.
    - 1. The contractor shall complete delivery within 30 days after receipt of purchase order.

### 2.3 Delivery Requirements:

- 2.3.1 The contractor shall deliver various concrete patching materials as specified herein to all MoDOT Districts located throughout the State of Missouri (See Attachment A). The contractor shall deliver such concrete patching materials F.O.B. destination.

- 2.3.2 If requested by MoDOT, the contractor shall deliver specified concrete patching materials at an accelerated lead time.
- 2.3.3 The contractor shall notify the District Engineer or his representative, at a minimum of twenty-four (24) hours in advance, regarding the arrival time of each shipment.

#### **2.4 Liquidated Damage Requirements:**

- 2.4.1 The contractor shall agree and understand that providing the various concrete patching materials in accordance with the requirements stated herein is considered critical to the efficient operations of the MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- a. In the event the contractor fails to provide the various concrete patching materials in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$250.00 per day, per complete order for each such delinquent day.
  - b. The contractor shall further understand and agree that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to the MoDOT, at the sole discretion of the MoDOT.
  - c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
  - d. The contractor shall understand and agree that all assessments of liquidated damages shall be within the discretion of each District as a separate entity, and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies. The contractor shall understand and agree that each District's decision shall be individual, final, and without recourse.
  - e. The contractor shall understand and agree that if a product(s) is rejected due to not meeting specifications, all cost associated with returning the product to the contractor shall be paid by the contractor.

#### **2.5 Invoicing and Payment Requirements:**

- 2.5.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.5.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by the MoDOT.
- 2.5.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

#### **2.6 Other Contractual Requirements:**

- 2.6.1 Contract Period - The contract shall commence from the date of Notice to Proceed until December 31, 2007 with one (1) one-year renewal option period. Renewal options are at the sole discretion of the MoDOT. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Additionally, in the event MoDOT exercises its option(s) to renew the contract, the requirements for future months shall be basically similar.
- 2.6.2 Renewal Periods - In the event that MHTC exercises its option to renew the contract for one (1) one-year renewal period pursuant to the applicable provisions outlined in this document, the contractor shall understand and agree that MoDOT does not automatically exercise the renewal option(s) based upon the maximum renewal price of increase

without documented justification supporting an increase/decrease, and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the contractor's renewal amounts, if any.

- 2.6.3 Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or renewal period), the contractor must provide a written request and documentation justifying the need for a price increase and the amount of such price increase. MoDOT will review the contractor's written request and documentation for a price increase, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
  - a. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- 2.6.4 Contract Bond - In the event a price increase is granted due to an approved escalation, the contractor shall increase their 100% contract bond, as specified elsewhere herein, to reflect the current contract value.
- 2.6.5 Inspection Specifications - MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked "Various Concrete Patching Materials".

3.1.2 All bids must be received at the following address no later than November 27, 2006 at 2:00 p.m., CST:

Missouri Department of Transportation  
General Services – Procurement Division  
Attn: Brenda Tyree  
830 MoDOT Drive  
Jefferson City, MO 65109

#### 3.1.3 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

#### 3.1.4 Bid Guaranty/Contract Bond:

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.

- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

3.1.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.6 Cost Determination - The low bid shall be determined by adding the bidder's line items within each range of concrete patching material type. The totals from the three (3) ranges of each concrete patching material type will be added together for each bidder to determine the lowest bid.

3.1.7 Contract Award – One (1) contract award shall be made for each of the four (4) types of concrete patching material, for a total of four (4) contract awards.

3.1.8 MHTC reserves the right to reject any or all bids, and no award is final until formally approved by the MHTC.

3.1.9 **NOTE:** The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the MoDOT.



#### 4. PRICING PAGE

- 4.1 Various Concrete Patching Materials** - The bidder shall provide firm, fixed prices in the tables below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below. (Lead Time – 30 days)

<b>Concrete Patching Material, Steel Wire Bar Supports</b>					
<b>Item #</b>	<b>Commodity Code</b>	<b>Description</b>	<b>Original Contract Period Firm, Fixed Per Unit Price (Range for # of Units) 50 – 1000</b>	<b>Original Contract Period Firm, Fixed Per Unit Price (Range for # of Units) 1001 – 2000</b>	<b>Original Contract Period Firm, Fixed Per Unit Price (Range for # of Units) 2001 and Over</b>
001	5700564000	Steel wire bar support 6"H"x 4' L chair w/runners	\$	\$	\$
002	5700545000	Steel wire bar support 4" H x 5' L chair w/runners	\$	\$	\$
003	5700555000	Steel wire bar support 5" H x 5' L chair w/runners	\$	\$	\$
004	5700565000	Steel wire bar support 6" H x 5' L chair w/runners	\$	\$	\$
005	5700575000	Steel wire bar support 7" H x 5' L chair w/runners	\$	\$	\$
<b>Subtotal - Concrete Patching Material, Steel Wire Bar Supports:</b>			\$	\$	\$
<b>GRAND TOTAL</b>			\$ _____		

<b>Concrete Patching Material, Welded Steel Wire Fabric</b>					
<b>Item #</b>	<b>Commodity Code</b>	<b>Description</b>	<b>Original Contract Period Firm, Fixed Per Unit Price (Range for # of Units) 50 – 1000</b>	<b>Original Contract Period Firm, Fixed Per Unit Price (Range for # of Units) 1001 – 2000</b>	<b>Original Contract Period Firm, Fixed Per Unit Price (Range for # of Units) 2001 and Over</b>
006	5707761264	Wire fabric, 6 x 12-W6.3 x W4, 10" or less pavement	\$	\$	\$
007	5707761284	Wire fabric, 6 x 12-W8 x W4, greater than 10" pavement	\$	\$	\$
<b>Subtotal - Concrete Patching Material, Welded Steel Wire Fabric:</b>			\$	\$	\$
<b>GRAND TOTAL</b>			\$ _____		

**PRICING PAGE, continued**

**Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies**

Item #	Commodity Code	Description	Original Contract Period Firm, Fixed Per Unit Price (Range for # of Units) 50 – 1000	Original Contract Period Firm, Fixed Per Unit Price (Range for # of Units) 1001 – 2000	Original Contract Period Firm, Fixed Per Unit Price (Range for # of Units) 2001 and Over
008	5700511215	Dowel bar, steel 1" x 18"	\$	\$	\$
009	5700511180	Washers for dowel bar, 1"	\$	\$	\$
010	5700500010	Dowel Basket w/Dowels 10 ft.	\$	\$	\$
011	5700500011	Dowel Basket w/Dowels 11 ft.	\$	\$	\$
012	5700500012	Dowel Basket w/Dowels 12 ft.	\$	\$	\$
<b>Subtotal - Concrete Patching Material, Dowel Bars &amp; Dowel Bar Assemblies:</b>			\$	\$	\$
<b>GRAND TOTAL</b>			\$ _____		

**Concrete Patching Material, Bonding Agent for Dowels**

Item #	Commodity Code	Description	Original Contract Period Firm, Fixed Per Unit Price (Range for # of Units) 50 – 1000	Original Contract Period Firm, Fixed Per Unit Price (Range for # of Units) 1001 – 2000	Original Contract Period Firm, Fixed Per Unit Price (Range for # of Units) 2001 and Over
013	3150022000	Bonding agents for dowels in 22 oz. twin cartridge	\$	\$	\$
014	3150022009	Static Mixer 9"	\$	\$	\$
015	3150022012	Static Mixer 12"	\$	\$	\$
016	3150022099	Retaining nuts for dowel systems	\$	\$	\$
<b>Subtotal - Concrete Patching Material, Bonding Agent for Dowels:</b>			\$	\$	\$
<b>GRAND TOTAL</b>			\$		

**PRICING PAGE, continued**

- 4.2 The bidder should circle below which district(s) the bidder's bid is being proposed. (Districts are identified on Attachment A – State of Missouri Map.)

District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9	District 10
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- 4.3 **Accelerated Lead Time** - The bidder shall provide firm, fixed percentages below for the original contract period and renewal period for providing the deliverables/services at an accelerated lead time After Receipt of Order (ARO). The percentages shall be computed against the **CURRENT CONTRACT PRICE** during the original contract period and renewal period. All costs associated with providing the required deliverables/services at an accelerated lead time shall be included in the following percentages.

15 days Lead Time - \_\_\_\_\_ % above prices stated above

- 4.4 **State place of manufacture and point that material will be available for inspection:**

\_\_\_\_\_

- 4.5 **State the minimum quantity for each concrete patching material type:** \_\_\_\_\_

- 4.6 **Renewal Period** - The bidder shall provide below the maximum percentage of increase or minimum percentage of decrease for the renewal period. The percentage shall be computed against the **CURRENT CONTRACT PRICE** during the renewal period.

One-Year Renewal Period                      \_\_\_\_\_ % of maximum increase or  
    \_\_\_\_\_ % of maximum decrease

## MGS-92-14A - STEEL WIRE BAR SUPPORTS



MGS-92-14A  
(Page 1 of 1)  
(Rev. 03-01-00)

### STEEL WIRE BAR SUPPORTS MGS-92-14A

**1.0 DESCRIPTION.** These specifications cover the purchase of steel wire bar supports.

**2.0 MATERIALS.** The bar supports shall comply with the latest edition of the Manual of Standard Practice published by the Concrete Reinforcing Steel Institute.

**2.1** Bar supports shall be furnished as one of the following types. Unless otherwise specified in the bid request, either Type HC or CHC will be permitted.

Type HC, Class 3 - Individual high chair

Type CHC, Class 3 - Continuous high chair

### **3.0 ORDERING INFORMATION.**

**3.1** The quantity and type is to be specified in the bid request.

**3.2** The height of the support is to be specified in the bid request in 1/4" increments from 2" to 15" maximum.

**4.0 CERTIFICATION.** The supplier of bar chair supports shall furnish to the engineer at destination a manufacturer's certification in triplicate stating that the material furnished complies with the requirements of the Manual of Standard Practice published by the Concrete Reinforcing Institute for the type specified.

**5.0 ACCEPTANCE.** Inspection of the material may be made at the point of manufacture, immediate storage point, or destination at the discretion of the department.

## MGS-92-15F - WELDED STEEL WIRE FABRIC



MGS-92-15F  
(Page 1 of 2)  
(Rev 10-13-03)

### WELDED STEEL WIRE FABRIC MGS-92-15F

**1.0 DESCRIPTION.** These specifications cover the purchase of welded steel wire fabric for use in portland cement concrete pavements.

#### **2.0 MATERIALS.**

**2.1** Unless otherwise stated in the bid request, welded steel wire fabric may be either plain or deformed fabric.

**2.1.1** Plain and deformed welded steel wire fabric shall meet the requirements of Specification Section 1036.

**2.2** All welded steel wire fabric shall be free from dirt, paint, oil, grease, thick rust, and other foreign substances. Thin powdery rust need not be removed.

**2.3** Wire spacing, size, and sheet dimensions shall be as shown in the bid request. Wire sizes shown are minimum sizes.

**2.3.1** Unless otherwise specified, the wire spacing and size shall be 6" X 12"-W6.3 X W4. The sheet size shall be 11' wide by 6' length.

**2.3.2** Sheet width dimensions are center-to-center between outside longitudinal wires.

#### **3.0 ORDERING INFORMATION.**

**3.1** The quantity, wire spacing and sizes, width and length of sheets is to be specified in the bid request. A typical order is: 120 sheets, 6 x 12, W6.3 x W4, 11' width x 6' length. See Note 1.

*NOTE 1 - 120 is the number of sheets in the order. 6" is the spacing of the longitudinal wires. 12" is the spacing of the transverse wires. W6.3 is the size of the longitudinal wires. W4 is the size of the transverse wires. 11' width is the width of the wire fabric in the transverse wire direction. 6' length is the length of the wire fabric in the longitudinal direction.*

**3.1.1** Wire spacing and size should be ordered by the following criteria:

10" or less pavement - 6 x 12 - W6.3 x W4 for plain fabric or 6 x 12 - D6.3 x D4 for deformed fabric.

Greater than 10" pavement - 6 x 12 - W8 x W4 for plain fabric or 6 x 12 - D8 x D4 for deformed fabric.

**3.1.2** Sheet dimensions should be in 6" multiples, preferably to the nearest foot. Length is parallel to the roadway length. Typical sheet dimensions are 12" less than the repair size (i.e., a 12' wide lane repair requires 11' width mesh).

**4.0 ACCEPTANCE.** Acceptance of this material will be under the PAL system as outlined in the Missouri Standard Specification for Highway Construction Section 106.

**4.1.** The supplier shall obtain PAL identification numbers prior to shipment of the material.

## MGS-92-16D - DOWEL BARS



MGS 92-16D

(Page 1 of 1)

(Rev. 10-17-05 ME)

### DOWEL BARS MGS 92-16D

**1.0 DESCRIPTION.** These specifications cover the purchase of dowel bars for use in transverse joints in Portland cement concrete pavements.

### **2.0 MATERIALS.**

**2.1** Dowel bars shall be epoxy coated and comply with the requirements of the Missouri Standard Specifications for Highway Construction Section 1057, except that no grease is required.

**2.2** Dowel bars shall be 1 inch in diameter.

**2.3** Dowel bars shall be 18" in length.

### **3.0 ORDERING INFORMATION.**

**3.1** The quantity and district location is to be specified in the bid request.

**4.0 ACCEPTANCE.** Acceptance of this material will be under the PAL system as outlined in the Missouri Standard Specifications for Highway Construction Section 106.

**4.1** The supplier shall obtain PAL identification numbers prior to shipment of material.

## DOWEL BAR ASSEMBLIES



MGS-06-05A  
(Page 1 of 1)  
(New 11-08-06)

### DOWEL BAR ASSEMBLIES MGS 06-05A

**1.0 DESCRIPTION.** These specifications cover the purchase of dowel bar assemblies for use in transverse joints in Portland Cement Concrete pavements.

### **2.0 MATERIALS.**

**2.1** Dowel bars shall be epoxy coated and comply with the requirements of the Missouri Standard Specification for Highway Construction Section 1057.

**2.2** Dowel bars shall be 1 inch in diameter.

**2.3** Dowel bars shall be 18 inches in length.

**2.4** The steel wire for the bar support baskets shall comply with the latest edition of the Manual of standard practice published by the Concrete Reinforcing Steel Institute.

**2.5** The dowel bar assemblies shall be fabricated to meet the requirements of Missouri Standard Plan 502.10H Type A, B or C.

### **3.0 ORDERING INFORMATION.**

**3.1** The quantity, length, and type are to be specified in the bid request.

**3.2** The height of the support baskets is to be specified in the bid request in ¼ inch increments from 2 inches minimum to 15 inches maximum.

**4.0 CERTIFICATION.** The supplier of the dowel bar assemblies shall furnish to the engineer at destination a manufacturer's certification in triplicate stating that the material furnished complies with the requirements of the Manual of Standard Practice published by the Concrete Reinforcing Institute for the type specified.

**5.0 ACCEPTANCE.** Inspection of the material may be made at the point of manufacture, immediate storage point, or destination at the discretion of the department. Only dowel bar assemblies completely assembled, greased or coated in bond breaker, meeting all of the above material requirements, and otherwise ready for use shall be accepted.

## EPOXY RESIN MATERIALS



FS-1039 Table 3  
(Page 1 of 5)  
(Rev. 05-23-06 CL)

### EPOXY RESIN MATERIALS FIELD SECTION 1039 TABLE 3 QUALIFIED MANUFACTURER AND BRAND NAMES BONDING AGENTS FOR DOWELS (1039ERDBEP)

<u>Brand Name</u>	<u>Manufacturer</u>
AC100 Plus (7/02)	Power Fasteners 716 East 16 <sup>th</sup> Ave. North Kansas City, MO 64116
AC5.5 Plus (7/02)	Power Fasteners 716 East 16 <sup>th</sup> Ave. North Kansas City, MO 64116
Acrylic-Tie (9/99) (ASTM C881, Type 4)	Simpson Stone Tie 1720 Couch Dr. McKinney, TX 5069
Anchor Gel - Two Hour Cure (4/99) (ASTM C 881, Type 4)	CPR Products, Inc. 1250 Gravois Road St. Louis, MO 63104
ArrowBond 1200 (1/98)	Fenton Supply Inc. 983 Gravois Road Fenton, MO 63026
ArrowBond 1300 (1/98)	Fenton Supply Inc. 983 Gravois Road Fenton, MO 63026
ArrowBond 1300 Fast (1/98)	Fenton Supply Inc. 983 Gravois Road Fenton, MO 63026
BurkEpoxy NS-RS (8/04)	Burke By Edoco 4226 Kansas Ave. Kansas City, KS 66106
CWC 910 Epoxy (5/95)	Carter Waters Box 412676 Kansas City, MO 64141
EPCON System Acrylic 7 Adhesive (7/97)	ITW Ramset/Red Head 1300 N. Michael Drive Wood Dale, IL 60191



MATERIALS



**EPOXY RESIN MATERIALS  
FIELD SECTION 1039 TABLE 3 Continued  
QUALIFIED MANUFACTURER AND BRAND NAMES  
BONDING AGENTS FOR DOWELS**

<u>Brand Name</u>	<u>Manufacturer</u>
EPCON System Ceramic 6 Epoxy Adhesive (7/97)	ITW Ramset/Red Head 1300 N. Michael Drive Wood Dale, IL 60191
HIT HY-150 (5/96)	Hilti, Inc. P. O. Box 21148 Tulsa, OK 74121
Inject-Tite Fast Set (12/97)	Ankr-Tite 2415 E. 13th Place Tulsa, OK 74104
Inject-Tite Standard Set (12/97)	Ankr-Tite 2415 E. 13th Place Tulsa, OK 74104
Liquid Roc 300 Low Odor Adhesive (3/01)	MKT Fastening #1 Gunnebo Dr Lonoke, AR 72086
MO D.O.T. Pro-Poxy T-49 (3/92)	Unitex 3101 Gardner KS City, MO 64120
MP-3 Epoxy Grout (2/90)	Energy Absorption Systems, Inc. One East Wacker Drive Chicago, IL 60601
MP-3 With Cold Weather Promoter (2/90)	Energy Absorption Systems, Inc. One East Wacker Drive Chicago, IL 60601
Mark 198.3 (11/91)	Poly-Carb, Inc. 33095 Bainbridge Road Cleveland, OH 44139
Mark 198.8 (11/91)	Poly-Carb, Inc. 33095 Bainbridge Road Cleveland, OH 44139
Nu Way System (8/90) (ASTM C 881, Type 4)	Nu-Way Concrete Forms, Inc. 3991 Green Park Road St. Louis, MO 63125



MATERIALS

**EPOXY RESIN MATERIALS  
FIELD SECTION 1039 TABLE 3 Continued  
QUALIFIED MANUFACTURER AND BRAND NAMES  
BONDING AGENTS FOR DOWELS**

**Brand Name**

Paramount HVC  
(4/90)

Paramount Pour  
(2/90)

Polybac 1295-1  
(10/92)

Poly-Carb 198  
(3/90)

Polyject #1605  
(9/90)

Powers Rawl Hammer-Capsule  
(11/98)

Pro-Poxy 300  
(10/94)

Pro-Poxy 300 Fast  
(10/94)

Pro-Poxy 400  
(3/02)

Quick Bond  
(2/91)

R-304  
(8/95)

**Manufacturer**

Molly Fasteners  
504 Mt. Laurel Ave.  
Temple, PA 19560

Molly Fasteners  
504 Mt. Laurel Ave.  
Temple, PA 19560

Polygem, Inc.  
105 Carolina Drive  
West Chicago, IL 60185

Poly-Carb, Inc.  
33095 Bainbridge Road  
Cleveland, OH 44139

Polygem, Inc.  
P. O. Box 609  
West Chicago, IL 60185

Powers Fastening, Inc.  
2 Powers Square  
New Rochelle, New York 10801

Unitex  
3101 Gardner  
Kansas City, MO 64120

Unitex  
3101 Gardner  
Kansas City, MO 64120

Unitex  
3101 Gardner  
Kansas City, MO 64120

Prime Resins, Inc.  
397 Chapman Road  
Lithonia, GA 30058

Richmond Screw Anchor Co.  
417 Main Street  
Fenton, MO 63026



MATERIALS

**EPOXY RESIN MATERIALS  
FIELD SECTION 1039 TABLE 3 Continued  
QUALIFIED MANUFACTURER AND BRAND NAMES  
BONDING AGENTS FOR DOWELS**

<u>Brand Name</u>	<u>Manufacturer</u>
Rescon 304 (7/98)	Symons Corporation 4226 Kansas Ave. Kansas City, Kansas 66106
Rescon Gel Anchor FS	Symons Corporation 4226 Kansas Ave. Kansas City, KS 66106
Rawl/Sika Foil-Fast (Fast Set) (3/91) (ASTM C 881, Type 4)	Sika Corporation P. O. Box 297 Lyndhurst, NJ 07071 Marketed by: The Rawlplug Co. 4180 Meramec St. Louis, MO 63116
Rezi-Weld Gel Paste-State Unitized Cartridge (1/98)	W. R. Meadows P.O. Box 543 Elgin, IL 60121
RSE DOT (07/05)	Hilti Inc. 5400 & 122 East Avenue Tulsa, OK 74146
Sealtight Rezi-Weld Gel Paste MO (3/94)	W. R. Meadows, Inc. P.O.Box 543 Elgin, IL 60121
Sikadur 33 Epoxy Gel (4/89)	Sika Corporation P. O. Box 297 Lyndhurst, NJ 07071
Sikadur Anchor Fix-3 (7/94) (ASTM C 881, Type 4)	Sika Corporation P. O. Box 297 Lyndhurst, NJ 07071
Simpson ETF (6/97)	Simpson Anchoring Systems 136 Official Road Addison, IL 60101
Solid Bond HR-200 (3/92)	Adhesives Technology Corp. 8041 S. 228th, Suite 101 Kent, WA 98032



MATERIALS

**EPOXY RESIN MATERIALS  
FIELD SECTION 1039 TABLE 3 Continued  
QUALIFIED MANUFACTURER AND BRAND NAMES  
BONDING AGENTS FOR DOWELS**

<u>Brand Name</u>	<u>Manufacturer</u>
Sonneborn Epogel (11/95)	Unitex 3101 Gardner Kansas City, MO 64120
Sonneborn Rapid Gel (5/96) (ASTM C 881, Type 4)	Unitex 3101 Gardner Kansas City, MO 64120
Spec Bond 201 (6/94) (ASTM C 881, Type 4)	Conspec Marketing & Mfg Co. 636 South 66th Terrace Kansas City, KS 66111
SurePoxy 117 (1/93) (ASTM C 881, Type 4)	Kaufman Products 3811 Curtis Ave. Baltimore, MD 21226
Sure Anchor I (J-51) (12/04) (ASTM C 881, Type 4)	Dayton Superior 4226 Kansas Ave. Kansas City, KS 66106
Ultrabond Speed Set-2 (7/97)	Adhesives Technology Corp. 450 E. Copans Road Pompano Beach, FL 33064
Ultrabond 1300, A22-1300 (5/04)	Adhesives Technology Corp. 450 E. Copans Road Pompano Beach, FL 33064

Note: The specification for dowels does not currently require ASTM C 881, Type 4. However, there are some miscellaneous situations requiring a load bearing epoxy for bonding hardened concrete to hardened concrete or other materials. ASTM C 881, Type 4 epoxies are suitable for that and are indicated above.

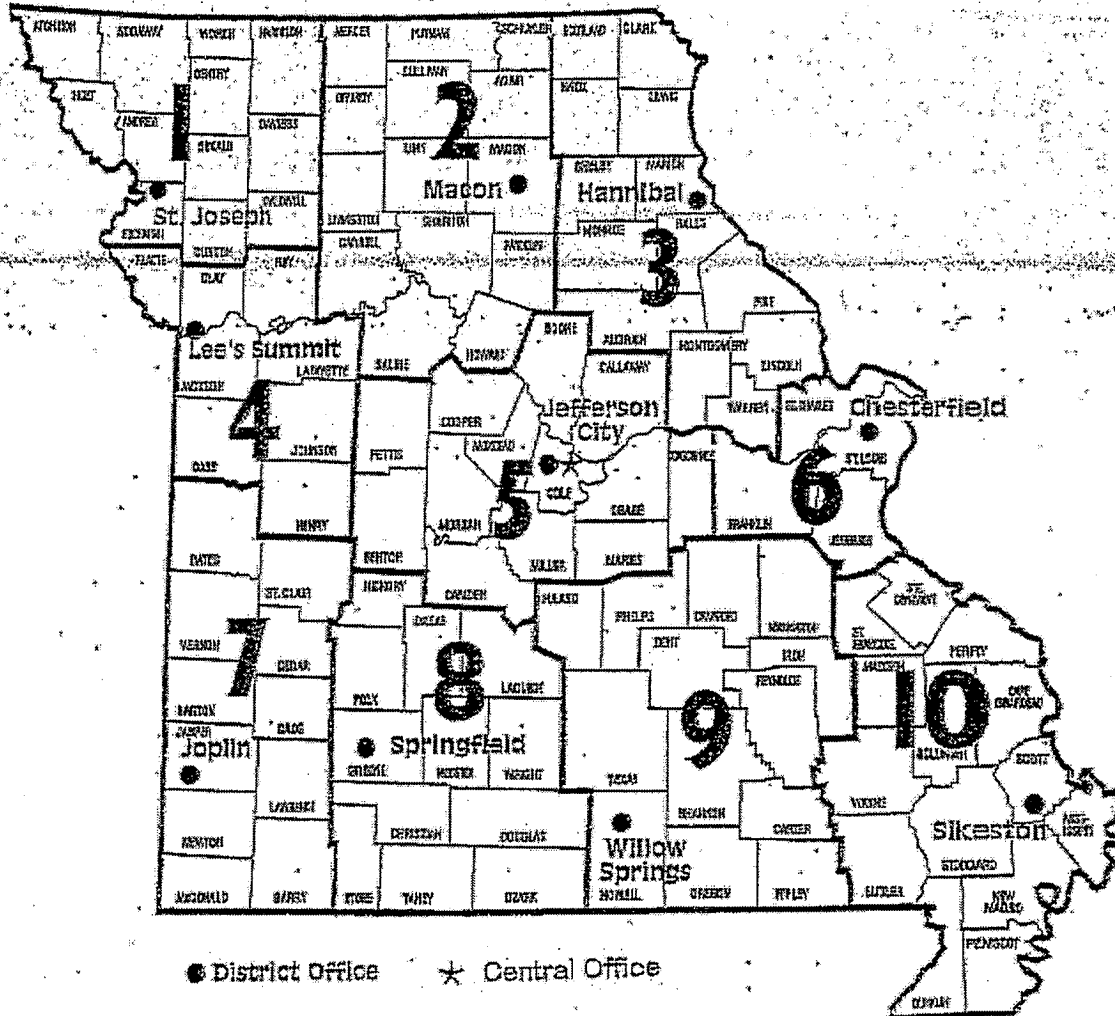


MATERIALS

## 5. ATTACHMENT A

Retain this insert for your information

### Missouri Department of Transportation District Outline Map



COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.
Adair	3	Cedar	7	Crawford	2	Lincoln	2	Dade	2	St. Louis	6
Andrew	3	Chester	2	Crawford	2	Livingston	2	Dallas	10	Saline	2
Atchison	1	Christian	2	Emerson	1	Madison	7	Fernando	10	Schuyler	2
Audrain	3	Clark	3	Henry	4	Marion	2	Franklin	5	Scott	3
Barnes	7	Clay	4	Hickory	6	Monroe	10	Greene	9	Shelby	10
Barton	7	Clinton	1	Holt	1	Morgan	3	Hampton	5	Shannon	9
Bates	7	Cole	5	Howard	2	Newton	3	Jefferson	4	Shelby	3
Beaumont	5	Copper	5	Howell	9	Osage	2	Madison	10	Shelby	3
Bohler	10	Crittenden	9	Iron	5	Polk	2	Madison	10	Shelby	3
Bosch	5	Dade	2	Jackson	4	Pulaski	9	Madison	10	Shelby	3
Bushong	1	Dallas	10	Jasper	7	Putnam	2	Madison	10	Shelby	3
Burnett	10	DeKalb	1	Jefferson	6	Ralls	3	Madison	10	Shelby	3
Calhoun	1	DeKalb	1	Johnson	4	Randolph	2	Madison	10	Shelby	3
Callaway	5	Douglas	8	Knox	3	Ray	4	Madison	10	Shelby	3
Camden	3	Franklin	10	Lafayette	2	Reynolds	9	Madison	10	Shelby	3
Cape Girardeau	10	Franklin	10	Lafayette	2	St. Charles	6	Madison	10	Shelby	3
Carroll	2	Franklin	10	Lafayette	2	St. Clair	7	Madison	10	Shelby	3
Carter	9	Franklin	10	Lafayette	2	St. Francois	10	Madison	10	Shelby	3
Cass	1	Franklin	10	Lafayette	2	St. Louis	6	Madison	10	Shelby	3

**ANTI-COLLUSION STATEMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

\_\_\_\_\_ being first duly sworn, deposes and  
says that he is \_\_\_\_\_ of  
\_\_\_\_\_ **Title of Person Signing**

\_\_\_\_\_  
**Name of Bidder**

that all statements made and facts set out in the proposal for the above project are true and correct; and that the bidder (**The person, firm, association, or corporation making said bid**) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

**My Commission Expires** \_\_\_\_\_

**CONCRETE PATCHING MATERIALS**

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_,

as Principal and \_\_\_\_\_, as Surety are held and firmly bound unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation Commission**) in the penal sum of:

**Dollars**

(\$ \_\_\_\_\_) to be paid to the **State of Missouri or to the Missouri Highways and Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_

**THE CONDITION OF THIS OBLIGATION** is such that:

**WHEREAS**, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission for furnishing concrete patching materials as set out in the bid to which this bond is attached.

**NOW THEREFORE**, if the Missouri Highways and Transportation Commission shall accept the bid of the Principal and if said Principal shall properly execute and deliver to the Missouri Highways and Transportation Commission the contract and contract bond in compliance with the requirements of the bid, the specifications and the provisions of law, to the satisfaction of the Highways and Transportation Commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission, fail to comply with any requirement as set forth in the preceding paragraph, then the State of Missouri acting through the Missouri Highways and Transportation Commission shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees and any other expense of recovery.

(SEAL)

\_\_\_\_\_  
Principal

By \_\_\_\_\_  
Signature

(SEAL)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

NOTE: This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY authorized to conduct surety business in the State of Missouri.

**PREFERENCE IN PURCHASING PRODUCTS**

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.



## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding and prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract and to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

- ☐ If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- ☐ If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- ☐ If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- ☐ The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_
- ☐ The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_

### CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

**5. STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeree and must be adhered to. If time varies on different items, the Bidder/Offeree shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeree will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

**GENERAL TERMS AND CONDITIONS**

**General Performance**

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

**Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

**Nondiscrimination**

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Offeree agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly

## Missouri Highways and Transportation Commission

### Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

#### Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

#### Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

#### Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

#### Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

#### Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

**Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

**Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

**Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

**Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

**Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

**Status of Independent Contractor**

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Indemnification**

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

**SPECIAL TERMS AND CONDITIONS**

**Insurance**

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.

## Missouri Highways and Transportation Commission

### Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
- 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
  - 2) Public Liability (includes property damage and personal injury):
    - i. Not less than \$400,000 for any one person in a single accident or occurrence.
    - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
  - 3) Special Hazard Insurance: As required.
  - 4) Builder's Risk: Not less than the full Contract amount.

#### Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

#### Award

- a. Award of this bid/quote/proposal will be made on a "Type-by-Type" basis using the "lowest and best" principle of award.

#### Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

#### Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "Notice to Proceed" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

#### Delivery - Additional Requirements

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays** falls on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays** falls on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

#### Legal Weights

- a. Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in **Sections 304.180 and 304.190 RSMo** are understood and will be abided by. The Department will not accept loads, which exceed legal weights.
- b. It is understood and agreed that the Missouri Department of Transportation may prohibit the use of large trucks hauling heavy loads of material over low type bituminous roads and during adverse weather conditions.

#### Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.

**Missouri Highways and Transportation Commission**

**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.